

MILITARY MISSION

Agreement signed at Washington May 21, 1945

Entered into force May 21, 1945

*Contract extended by agreement of August 3 and October 8, 1948*¹

59 Stat. 1392; Executive Agreement Series 459

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA

In conformity with the request of the Government of the Republic of Guatemala to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers of the United States Army to constitute a Military Mission to the Republic of Guatemala under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of National Defense of the Republic of Guatemala and with the personnel of the Guatemalan Army, with a view to enhancing the efficiency of the Guatemalan Army, and to serve as Adviser to the Guatemalan Army General Staff, as Adviser to the Director of the various military academies, and as Adviser to assist in the organization of an Army Service Forces.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of Guatemala, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

ARTICLE 3. If the Government of the Republic of Guatemala should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

¹ *Post*, p. 605.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Guatemala at any time during a period when either Government is involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of such number of personnel of the United States Army as may be agreed upon by the Minister of National Defense of the Republic of Guatemala through his authorized representative in Washington and by the War Department of the United States of America. The individuals to be assigned shall be those agreed upon by the Minister of National Defense of the Republic of Guatemala or his authorized representative and by the War Department of the United States or its authorized representative.

TITLE III

Duties, Rank and Precedence

ARTICLE 7. Prior to inception of operations by the Mission under this Agreement, a tentative program for the Mission will be informally agreed upon between the Minister of National Defense of the Republic of Guatemala and representatives of the United States War and State Departments. Any changes in this program which experience may demonstrate to be desirable shall be similarly agreed upon. The Mission shall carry out such duties as may be determined in pursuance of this Article and such other duties consistent with the purposes of this Agreement as set forth in Article 1 as may be assigned by the Minister of National Defense of the Republic of Guatemala. The members of the Mission shall be responsible directly to the Minister of National Defense of the Republic of Guatemala.

ARTICLE 8. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army, and shall wear the uniform of his rank in the United States Army, but shall have precedence over all Guatemalan officers of the same rank.

ARTICLE 9. Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Guatemalan Army provide for Guatemalan officers of corresponding rank.

ARTICLE 10. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army.

TITLE IV

Compensation and Perquisites

ARTICLE 11. Members of the Mission shall receive from the Government of the Republic of Guatemala such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of the Republic of Guatemala for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Guatemala or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Minister of National Defense of the Republic of Guatemala in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 12. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 13. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Guatemala, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 14. Each member of the Mission and his family shall be furnished by the Government of the Republic of Guatemala with first-class accommodations for travel, via the shortest usually traveled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in the Republic of Guatemala, both for the outward and for the return voyage. The Government of the Republic of Guatemala shall also pay all expenses of shipment of household effects, baggage and automobile of each member of the Mission between the port of embarkation in the United States of America and his

official residence in the Republic of Guatemala as well as all expenses incidental to the transportation of such household effects, baggage and automobile from the Republic of Guatemala to the port of entry in the United States of America. Transportation of such household effects, baggage and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control.

ARTICLE 15. The Government of the Republic of Guatemala shall grant, upon request of the members of the Mission, exemption from customs duties on articles imported for the official use of the Mission or the personal use of the members thereof and of members of their families, provided that their request for free entry has received the approval of the Ambassador of the United States of America or of the *Chargé d'Affaires ad interim*.

ARTICLE 16. Compensation for transportation and traveling expenses in the Republic of Guatemala on official business of the Government of the Republic of Guatemala shall be provided by the Government of the Republic of Guatemala in accordance with the provisions of Article 9.

ARTICLE 17. Suitable motor transportation with chauffeur shall, on call, be made available by the Government of the Republic of Guatemala for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 18. The Government of the Republic of Guatemala shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 19. If any member of the Mission, or any member of his family, should die in the Republic of Guatemala, the Government of the Republic of Guatemala shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Guatemala shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their household effects, baggage and automobile shall be provided as prescribed in Article 14. All compensation due the deceased member, including salary for the fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Republic of Guatemala, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by

the deceased. All compensations due the widow or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Requisites and Conditions

ARTICLE 20. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Guatemala shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Guatemalan Army, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Guatemala.

ARTICLE 21. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 22. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 23. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 24. The leave specified in the preceding Article may be spent in the Republic of Guatemala, in the United States of America or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 25. The leave specified in Article 23 may be spent in foreign countries, subject to the standing instructions of the War Department of the United States of America concerning visits abroad. In all cases the said leave or portions thereof shall be taken by the officers only after consultation with the Ministry of National Defense of the Republic of Guatemala with a view to ascertaining the mutual convenience of the Government of the Republic of Guatemala and the officers in respect to this leave.

ARTICLE 26. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 27. The Government of the Republic of Guatemala shall provide suitable medical attention for the officers and their families. In case an

officer or any member of his family becomes ill or suffers injury, he or she shall be placed in such hospital as the officer deems suitable after consultation with the Ministry of National Defense of the Republic of Guatemala; and all expenses incurred as the result of such illness or injury, while the officer is a member of the Mission and remains in the Republic of Guatemala, shall be paid by the Government of the Republic of Guatemala. The officer shall in all cases pay the cost of subsistence incident to his hospitalization or that of a member of his family, except as may be provided in Article 9.

ARTICLE 28. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Joseph C. Grew, Acting Secretary of State of the United States of America, and Dr. Enrique López-Herrarte, Chargé d'Affaires ad interim of the Republic of Guatemala in Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, in Washington, this twenty-first day of May, one thousand nine hundred forty-five.

For the United States of America:

JOSEPH C. GREW

For the Republic of Guatemala:

ENRIQUE LOPEZ HERRARTE